

SECTION 00 14 00
AGREEMENT FOR CONSTRUCTION

Plans and specifications prepared by:
South Dakota Dept. of Military & Veterans Affairs
Construction & Facilities Management Office

PROJECT: Demo Old CSMS#1 - Mitchell
SDARNG
Mitchell, South Dakota
FMO# FMI100749F

AGREEMENT FOR CONSTRUCTION
PRIME CONTRACT

THIS Agreement is made the 12 day of May, 2010 by and between Schoenfelder Construction Inc. (the "Contractor") and the South Dakota Department of Military and Veterans Affairs represented by its legal officers (the "Owner").

WITNESSETH, that the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I, CONTRACT DOCUMENTS:

The following documents and any other documents incorporated in them by reference constitute the contract documents:

1. This Agreement
2. The Project Manual dated March 2010.
3. The Project Drawings dated March 2010.
4. Addenda issued prior to execution of this Agreement
5. Contractor's Performance and Labor and Material Payment Bond

These documents constitute the entire and integrated agreement between the parties hereto and supersede prior negotiations, representations, or agreements, either written or oral. Exhibit A as attached.

ARTICLE II, STATEMENT OF WORK:

To the extent not otherwise provided in the contract documents, contractor shall furnish and pay for all labor, tools, equipment, supplies, materials, appurtenances, utilities, charges, fees, permits, and all other construction accessories and services required to complete the work specified in the contract documents in strict compliance with the contract documents.

ARTICLE III, DATE OF COMMENCEMENT AND COMPLETION:

The work shall be commenced within ten (10) consecutive calendar days after the date of issuance of the Notice to Proceed by the Owner and shall be substantially completed not later than **October 15, 2010**, subject to adjustments of the contract time as provided in the contract documents. Should the Contractor fail to substantially complete the work within the time set forth herein or within such extra time as may have been allowed by increases in the contract or by formally approved extensions granted by the Owner, the Contractor and the Contractor's surety shall be liable for and shall pay the Owner \$500.00 per calendar day as liquidated damages for each calendar day of delay until the work is substantially complete.

ARTICLE IV, CONTRACT SUM:

- A. For the performance of the work specified in the Contract Documents, Owner will pay Contractor and Contractor will accept as full compensation the sum of **One Hundred Ten Thousand One Hundred Seventy Five Dollars and Twenty Five Cents (\$110,175.25)**, subject to additions or deductions as provided in the contract documents;
- B. The contract sum includes the base bid and the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

Base Bid	\$ 56,703.50
Alternate No. 1	\$ 5,137.00
Alternate No. 2	\$ 18,120.00
<u>Alternate No. 3</u>	<u>\$ 30,214.75</u>
Total	\$110,175.25

- C. Unit Prices, if any, are as follows: See Section 00 06 00, Exhibit "A" - Bid Form.
Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the contract to prevent such hardship.

ARTICLE V, PROGRESS PAYMENTS:

The Owner shall make progress payments on a monthly basis for work accomplished in accordance with General Conditions, Article 11.

ARTICLE VI, ACCEPTANCE AND FINAL PAYMENT:

Final payment less amounts withheld to cover the cost of nonconforming work, shall be made by the Owner in accordance with General Conditions Sub-Article 11.8.

ARTICLE VII, NOTICE:

All notices, demands and other communications required by the Contract Documents shall be in writing and shall be deemed to have been duly given if personally delivered, mailed first class (postage prepaid), or e-mailed:

- 1) **If to Contractor:**
Schoenfelder Construction, Inc.
Attn: Norman Schoenfelder
3131 W. Havens
Mitchell, South Dakota 57301
- 2) **If to Owner:**
SD Dept. of Military and Veterans Affairs
Attn: Dale Ludens
2823 West Main Street
Rapid City, South Dakota 57702-8170

Either party may change the addresses set forth for notice herein upon written notice thereof to the other.

IN WITNESS WHEREOF, The parties hereto have caused this instrument to be executed in one original counterpart the day and year above first written:

CONTRACTOR: Schoenfelder Construction, Inc.
3131 W. Havens
Mitchell, South Dakota 57301

By: 

(Affix Corporate Seal if Available)

Title: President

Fed. Emp. Tax ID#: _____

OWNER:

South Dakota Army National Guard:


KIT L. CLINE

COL, GS, SDARNG

Construction and Facilities Management Officer

Date: _____

SD Dept. of Military & Veterans Affairs:


STEVEN R. DOOHEN

MAJ GEN, SDARNG

The Adjutant General

Date: 6/8/10

Exhibit "A"
AGREEMENT FOR CONSTRUCTION
Enumeration of Contract Documents

1. This agreement
2. The General and Special Conditions contained in the Project Manual dated March 2010.
3. The Invitation for Bids and Instruction To Bidders contained in the Project Manual dated March 2010.
4. The Specifications are those contained in the Project Manual dated March 2010 and are as follows:

00 01 01	Project Manual Cover
00 01 10	Table of Contents
00 01 15	List of Drawing Sheets
00 02 00	Invitation to Bid
00 03 00	Bidders Checklist
00 04 00	Asbestos Statement
00 05 00	Instructions to Bidders
00 06 00	Bid Form
00 07 00	Explanation of Alternates
00 08 00	Facsimile Modification to Bid Form
00 09 00	Format for Sealed Envelope
00 10 00	Bid Bond
00 11 00	Performance and Payment Bond
00 12 00	Non-Resident Bidder Affidavit
00 13 00	Statement of Skills and Capabilities
00 14 00	Agreement for Construction
00 15 00	General Conditions
00 16 00	Special Conditions
00 25 13	Pre-Bid Meeting
01 11 00	Summary of Work
01 30 00	Administrative Requirements
01 40 00	Quality Requirements
01 55 26	Traffic Control
01 71 13	Mobilization
01 76 00	Protecting Installed Construction
02 00 00	Existing Conditions
02 40 00	Demolition and Structure Moving
31 10 00	Site Clearing
31 23 00	Excavation and Fill
31 25 00	Erosion and Sediment Controls
31 25 01	SD DOT Standard Plate 734.05
32 12 16	Asphalt Concrete
32 31 00	Chain Link Fences and Gates
32 31 01	SD DOT Standard Plate 621.02
32 31 02	SD DOT Standard Plate 621.03
32 31 03	SD DOT Standard Plate 621.04
32 92 00	Turf and Grasses

5. The drawings are as follows:

- 1 TITLE SHEET
- 2 CONSTRUCTION NOTES & ESTIMATED QUANTITIES
- 3 EXISTING SITE & DEMOLITION PLAN
- 4 EXISTING SITE & DEMOLITION PLAN - ALTERNATES
- 5 PROPOSED SITE PLAN
- 6 PROPOSED SITE PLAN - ALTERNATES
- 7 AS-BUILT DRAWINGS
- 8 AS-BUILT DRAWINGS
- 9 AS-BUILT DRAWINGS
- 10 AS-BUILT DRAWINGS
- 11 AS-BUILT DRAWINGS
- 12 AS-BUILT DRAWINGS
- 13 AS-BUILT DRAWINGS
- 14 AS-BUILT DRAWINGS

6. The addenda, if any, are as follows:

Addendum No. 1	April 27, 2010	2 Pages
Addendum No. 2	April 27, 2010	6 Pages

7. The Performance and Labor and Material Payment Bond dated and issued by North American Specialty Insurance Company. Bond # [REDACTED].
8. Other documents forming a part of the Contract Documents are:

Addendum # 2 - SECTION 00 06 00

EXHIBIT "A"

BID FORM

DEMO OLD CSMS#1 - MITCHELL

FMC # FMI100749F

To: Facilities Management Office
Camp Rapid, Building 601
South Dakota Army National Guard
2823 West Main Street
Rapid City, South Dakota 57702-8186

Date: 4-29-10

Phone: (605) 737-6601

Fax: (605) 737-6204

The undersigned, being familiar with the local conditions affecting the work and with the Contract Documents, including the Invitation to Bid, Instructions to Bidders, Bid Form, Explanation of Alternates, Modification to Bid Form, Bid Bond Form, Performance and Payment Bond, Acknowledgment of Surety, Sample Certification of Surety, Non-Resident Bidder Affidavit, Form of Agreement for Construction, General Conditions, Special Conditions, Technical Specifications, Plans and Addenda which govern the purchase of material and labor and the awarding of contracts, hereby proposes to do all the work and provide all the material and equipment which pertains to DEMO OLD CSMS#1 - MITCHELL, FMC#FMI100749F, as provided for in the Plans and accompanying Specifications dated March 2010 for the following Base Bid and Alternates:

UNIT PRICES:

For changing quantities of work items from those indicated by the contract drawings upon written instruction from the Facilities Management Office, the following unit prices shall prevail:

Item #	Description	Unit	Quantity	Unit Price	Item Price
1	Mobilization	LS	1	\$ 1500.00	\$ 1500.00
2	Remove Building (Above Grade) (CSMS#1)	LS	1	\$ 40150.00	\$ 40150.00
3	Remove Washrack	LS	1	\$ 500.00	\$ 500.00
4	Disconnect Communication Service	LS	1	\$ -0	\$ 0
5	Disconnect Water Service	LS	1	\$ 800.00	\$ 800.00
6	Remove Existing Chain Link Fence	LF	12	\$ 3.00	\$ 36.00
7	Remove Tree and Stump	EA	1	\$ 1000.00	\$ 1000.00
8	F&I 6' Chain Link Fence	LF	365	\$ 19.50	\$ 7117.50
9	Traffic Control	LS	1	\$ 1000.00	\$ 1000.00
10	Erosion & Sediment Control	LS	1	\$ 1000.00	\$ 1000.00
11	Silt Fence, Heavy Duty	LF	200	\$ 5.00	\$ 1000.00
12	Vehicle Tracking Control	LS	1	\$ 2000.00	\$ 2000.00
13	Disconnect Sanitary Sewer Service	LS	1	\$ 600.00	\$ 600.00

Base Bid Total: \$ 56703.50

Alternate No. 1 - Add/Deduct to/from the base bid the sum of

Item #	Description	Unit	Quantity	Unit Price	Item Price
ALT1 - 1	Remove Building (00004)	LS	1	\$ 625.00	\$ 625.00
ALT1 - 2	Base Course	TON	114	\$ 15.00	\$ 1710.00
ALT1 - 3	Gravel Surfacing	TON	47	\$ 15.00	\$ 705.00
ALT1 - 4	F&I 6' Chain Link Fence	LF	90	\$ 23.30	\$ 2097.00
Alternate No. 1 Total:				\$	5137.00

Alternate No. 2 - Add/Deduct to/from the base bid the sum of

Item #	Description	Unit	Quantity	Unit Price	Item Price
ALT2 - 1	Remove Building (STOR4)	LS	1	\$ 2800.00	\$ 2800.00
ALT2 - 2	Remove Building (STOR6)	LS	1	\$ 2300.00	\$ 2300.00
ALT2 - 3	Remove Structure (Loading Dock)	LS	1	\$ 1025.00	\$ 1025.00
ALT2 - 4	Remove Building (STOR5)	LS	1	\$ 3000.00	\$ 3000.00
ALT2 - 5	Base Course	TON	372	\$ 15.00	\$ 5580.00
ALT2 - 6	Gravel Surfacing	TON	161	\$ 15.00	\$ 2415.00
ALT2 - 7	Remove Gas Service	LF	60	\$ 0	\$ 0
ALT2 - 8	Remove Tree and Stump	EA	1	\$ 1000.00	\$ 1000.00
Alternate No. 2 Total:				\$	18120.00

Alternate No. 3 - Add/Deduct to/from the base bid the sum of

Item #	Description	Unit	Quantity	Unit Price	Item Price
ALT3 - 1	Remove Building (STOR3)	LS	1	\$ 700.00	\$ 700.00
ALT3 - 2	Remove Building (STOR2)	LS	1	\$ 600.00	\$ 600.00
ALT3 - 3	Remove Building (00005)	LS	1	\$ 925.00	\$ 925.00
ALT3 - 4	Remove Existing Chain Link Fence	LF	804	\$ 2.75	\$ 2211.00
ALT3 - 5	Remove Existing Chain Link Gate	EA	5	\$ 60	\$ 300.00
ALT3 - 6	Remove Light Pole & Light	EA	3	\$ 0	\$ 0
ALT3 - 7	Remove Overhead Power	LF	430	\$ 0	\$ 0
ALT3 - 8	Base Course	TON	141	\$ 15.00	\$ 2115.00
ALT3 - 9	Gravel Surfacing	TON	36	\$ 15.00	\$ 540.00
ALT3 - 10	F&I 6' Chain Link Fence	LF	1125	\$ 15.15	\$ 17043.75
ALT3 - 11	F&I 6' Chain Link Gate	EA	2	\$ 2890.00	\$ 5780.00
Alternate No. 3 Total:				\$	30214.75

The above unit prices shall include all labor, materials, hauling, shoring removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with Article 14 of the General Conditions.

The Owner also reserves the unrestricted privilege to reject any unit prices for additions to or deductions from the scheduled amount of work as given in the Bid, if the same are considered excessive or unreasonable, or to accept by including the same in the contract as unit prices applicable in the event of addition to or deduction from the work to be performed under the contract, any or all such unit prices which may be considered fair or reasonable.

The above bid includes all applicable State and Municipal Sales and Use Taxes on materials, and State and Municipal Excise Taxes and all other State and Federal Taxes that would affect the amount of the bid. (See Instructions to Bidders-SD Sales and Use Tax Information for Public Contracts.)

In addition, any material furnished by the State for use in this project is subject to Use Tax. The total taxable value of materials furnished by the State for this project is \$0.00.

A Performance and Payment Bond as required by General Conditions will not be required on contracts which do not exceed Fifty Thousand Dollars (\$50,000). (See SDCL 5-21-1.1 as amended).

If discrepancies remain at the time of substantial completion, a value will be assigned to each of the discrepancies and two (2) times their estimated value will be retained from payment to the contractor until completed and accepted. (See SDCL 5-18-13 as amended).

- > Within ten (10) days after Contractor's receipt of the Agreement for Construction, the Contractor shall submit to the Facilities Management Office, the executed Agreement for Construction, Performance and Payment Bond, Certificates of Insurance and Affirmative Action Plan (if applicable).
- > Work shall be commenced within ten (10) consecutive calendar days after written Notice to Proceed by the Facilities Management Office and shall be substantially completed in accordance with the agreement for construction.

The undersigned acknowledges receipt of the following Addenda to the drawings and/or specifications (give number and date of each): Addenda Nos. 1, 2 dated 4-27-10 with respectively.

The undersigned acknowledges that they have read and understand the Asbestos-Containing Materials Statement contained in the project manual.

Accompanying this proposal is a certified check, cashier's check or draft in the amount of 5% of the base bid and all add alternates, and drawn on a State or National Bank in the amount of \$ Bid Bond or a 10% bid bond issued by a surety authorized to do business in the state of South Dakota, in the amount of \$ of Amount Bid (Not applicable if Bid is under \$50,000.)

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any irregularities. It is further understood by the Bidder that he may not withdraw his Bid within thirty (30) days after the actual opening thereof.

In submitting this bid, Bidder asserts it has reviewed all provisions of the General Conditions including the provision for assessment of liquidated delay damages found in Article II of the General Conditions. Bidder agrees that the damages anticipated by the Owner in the event of delay in completion of the project are uncertain in amount and difficult to prove; the amount stipulated in Article III of the Agreement for Construction is a reasonable amount in light of the anticipated loss and injury; and the Owner's actual damages in the event of delay would be impracticable or extremely difficult to fix. Bidder agrees to be bound by the liquidated damages set forth in Article III of the Agreement for Construction. Bidder further agrees that the liquidated amount stipulated in Article III of the Agreement for Construction is not a penalty.

BIDDER:	<u>Schoenfelder Construction Inc</u> (Type Name of Firm)
BY:	<u>Norman Schoenfelder</u> (Signature of Firm's Representative)
	<u>Norman Schoenfelder President</u> (Type Name and Title of Firm's Representative)
TELEPHONE NO.	<u>605-996-3254</u>
FACSIMILE NO.	<u>605-996-3254</u>
E-MAIL ADDRESS	<u>schoenfelderconst@live.com</u>
BUSINESS ADDRESS	<u>3131 W. Havens</u> <u>Mitchell SD 57301</u>
STATE OF INCORPORATION	<u>South Dakota</u>

RECEIVED MAY 25 2010